

April 18, 2017

Mr. Darrell Nitschke  
Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard Avenue, 12<sup>th</sup> Floor  
Bismarck, ND 58505-0480

Re: Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Peerless Network of North Dakota, LLC for the State of North Dakota

Dear Mr. Nitschke:

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Peerless Network of North Dakota, LLC for the State of North Dakota.

Contact information for Peerless Network of North Dakota, LLC is as follows:

Julie Oost  
Peerless Network, Inc.  
222 S. Riverside Plaza, Suite 2730  
Chicago, IL 60606  
312-878-4137  
[regulatory@peerlessnetwork.com](mailto:regulatory@peerlessnetwork.com)

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,

  
Jason D. Topp

JDT/bardm  
Enclosure  
cc: Ms. Julie Oost

**Reciprocal Compensation Bill and Keep Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC and  
Peerless Network of North Dakota, LLC  
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Peerless Network of North Dakota, LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of North Dakota which was approved by the Commission on January 1, 2015; and

WHEREAS, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms and conditions for Bill and Keep Reciprocal Compensation as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Peerless Network of North Dakota, LLC**

DocuSigned by:



E499DC691D64478

Signature

Scott Kell

Name Printed/Typed

EVP of Operations

Title

4/12/2017

Date

**Qwest Corporation dba CenturyLink QC**

DocuSigned by:



768DEF6A149A455

Signature

Diane Roth

Name Printed/Typed

Director-Wholesale

Title

4/12/2017

Date

**ATTACHMENT 1**

**The following language hereby replaces the existing language, in the Agreement, in its entirety:**

**Following is a complete replacement of Section 7.3.4:**

**7.3.4 Exchange Service (EAS/Local) Traffic****7.3.4.1 End Office Call Termination**

7.3.4.1.1 The Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced or low in volume, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the earlier of: (1) the expiration of the Agreement, or (2) further action by the Federal Communications Commission (FCC), or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

7.3.4.1.2 Intentionally Left Blank.

7.3.4.1.3 Intentionally Left Blank.

7.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

**7.3.4.2 Tandem Switched Transport**

7.3.4.2.1 For traffic delivered through a CenturyLink or CLEC tandem Switch (as defined in the Agreement), the Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced or low in volume, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the earlier of: (1) the expiration of the Agreement, or (2) further action by the Federal Communications Commission (FCC), or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order

on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

7.3.4.2.2 Intentionally Left Blank.

7.3.4.2.3 Intentionally Left Blank.

7.3.4.2.4 When CenturyLink receives an unqueried call from CLEC to a number that has been ported to another Switch within the EAS/Local Calling Area, and CenturyLink performs the query, charges will apply for the FCC approved default query per Section 10, as well as mileage sensitive tandem transmission rates which reflect the distance to the End Office Switch to which the call has been ported.

7.3.4.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, CenturyLink and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.4.3 Intentionally Left Blank.

7.3.4.4 Intentionally Left Blank.

**Following is a complete replacement of Section 7.3.6:**

**7.3.6 ISP-Bound Traffic**

7.3.6.1 The Parties agree that ISP-bound traffic is Interstate traffic and governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic.